

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF GEORGIA  
(Savannah Division)

FILED  
U.S. DISTRICT COURT  
SAVANNAH DIV.

2025 MAR 17 AM 10:10

THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA,

CLERK *AB*  
SO. DIST. OF GA.

Plaintiff,

Case No.

*4:25-cv-59*

v.

ERIKKA WELLS, Individually and as  
TRUSTEE of a TRUST for Minors J.C.  
and L.C.,  
LILRACHIA MONIQUE CARTER,  
J.C., a minor,  
and L.C., a minor,

Defendants.

---

**COMPLAINT FOR RELIEF IN INTERPLEADER**

Plaintiff, The Prudential Insurance Company of America (“Prudential”), by and through its undersigned counsel, for its Complaint in Interpleader, alleges as follows:

**PARTIES**

1. Prudential is an insurance company organized and existing under the laws of the State of New Jersey with its principal place of business in New Jersey. Prudential is duly authorized to do business in the State of Georgia.

2. Defendant Erikka Tiffani Wells (“Wells”) is an adult citizen of Minnesota and domiciled in Hennepin County, Minnesota. Wells is named in her individual capacity and as Trustee for a Trust for J.C. and L.C., each a minor child.

3. Defendant Lilrachia Monique Carter (“Carter”) is an adult citizen of Georgia and domiciled in Bryan County, Georgia.

#406 - filing fee paid, 400002191

4. Defendant J.C. is a minor child, citizen of Georgia, and domiciled in Bryan County, Georgia. For purposes of service, J.C. may be served through his mother and legal guardian, Carter.

5. Defendant L.C. is a minor child, citizen of Georgia, and domiciled in Bryan County, Georgia. For purposes of service, L.C. may be served through his mother and legal guardian, Carter.

#### **JURISDICTION AND VENUE**

6. This Court has original federal question jurisdiction under the provisions of 28 U.S.C. § 1331, which gives the District Court jurisdiction over actions arising under the laws of the United States. At issue are life insurance plan benefits provided to the Department of Veterans Affairs pursuant to the Servicemembers' Group Life Insurance Act, 38 U.S.C. § 1965 *et seq.* ("SGLI Statute").

7. This Court also has jurisdiction under 28 U.S.C. § 1332 because the parties are of diverse citizenship and the amount in controversy exceeds \$75,000.00. Prudential is a citizen of New Jersey for diversity purposes and the Defendants are citizens of Minnesota and Georgia.

8. This Court also has jurisdiction under 28 U.S.C. § 1335 in that the adverse claimants are of diverse citizenship and the amount in controversy exceeds \$500.00. There is minimal diversity between the claimants under State Farm Fire & Casualty Co. v. Tashire, 386 U.S. 523 (1967). The Defendants are citizens of Minnesota and Georgia.

9. Venue is proper in this federal district pursuant to 28 U.S.C. § 1397 because one or more of the claimants resides in this judicial district.

10. Venue is also proper in this federal district pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in this district.

## CAUSE OF ACTION IN INTERPLEADER

11. Prudential, through the Office of Servicemembers' Group Life Insurance ("OSGLI"), provides group life insurance benefits under group policy number G-32000 ("SGLI Plan"), which was issued by Prudential to the United States Department of Veterans Affairs pursuant to the SGLI Statute.

12. As an eligible veteran of the United States Army, Jermaine Carter (the "Insured"), at all relevant times, received veterans' group life insurance ("VGLI") coverage under the SGLI Plan (the "VGLI Coverage").

13. By Application for Veterans' Group Life Insurance form dated June 2, 2017, the Insured requested a "by law" beneficiary designation in connection with his VGLI Coverage. *A copy of the Application for Veterans' Group Life Insurance form dated June 2, 2017 is attached hereto as Exhibit A.*

14. On or about June 11, 2017, via online designation, the Insured again requested a "by law" beneficiary designation in connection with his VGLI Coverage.

15. A "by law" designation means that, following the Insured's death, the VGLI Coverage would be ordinarily paid to the first of the following:

- a. surviving spouse of the Insured, if any; if none, then
- b. surviving child(ren) and descendants of deceased children by representation, if any, in equal shares; if none, then
- c. surviving parents, if any, in equal shares; if none, then
- d. the Insured's Estate, distributed according to the will or state law if there is no will; if none, then,
- e. the Insured's next of kin.

*See 38 U.S.C. § 1970(a); See Exhibit A, Application, at p. 1.*

16. Upon information and belief, Carter is the Insured's surviving spouse.

17. On or about May 17, 2024, via online designation, the Insured designated a Trust named “For My Children [J.C.] and [L.C.]” (the “Trust”) as sole primary beneficiary to his VGLI Coverage. On this same designation, the Insured indicated that the Trust’s creation date was May 17, 2024, and that Wells was the Trustee of the Trust (the “May 2024 Designation”). *A Beneficiary and Payment Options Summary of the May 2024 Designation is attached hereto as Exhibit B.*

18. Upon information and belief, the Insured died on or about July 8, 2024. *A copy of the Insured’s Certificate of Death is attached hereto as Exhibit C.*

19. As a result of the death of the Insured, VGLI Coverage death benefits in the amount of \$135,000.00 (the “Death Benefit”) became due to a beneficiary or beneficiaries, and Prudential concedes liability to that effect.

20. By letter dated August 10, 2024, Wells informed Prudential that she did not have a copy of the Trust or Will that the Insured had created for the benefit of his children, J.C. and L.C. (together, the “Minor Children”). *A copy of the letter dated August 10, 2024 is attached hereto as Exhibit D.*

21. To date, Wells has not provided a copy of the Trust or any other Trust documentation to Prudential.

22. Because Wells was unable to provide a copy of the Trust, payment could not be made to her as the Trustee.

23. If the Trust was not actually created and/or a copy of the Trust is not available, the Death Benefit may be payable “by-law.”

24. If the Court determines that the Death Benefit should be paid “by law,” the proceeds would be payable to Carter, as the Insured’s surviving spouse.

25. By Claim for Death Benefits form dated September 9, 2024, Carter asserted a claim for the Death Benefit. *A copy of the Claim for Death Benefits form dated September 9, 2024 is attached hereto as Exhibit E.*

26. By letter dated September 10, 2024, Wells, through counsel, demanded payment of the Death Benefit to Wells, in her individual capacity. *A copy of the letter dated September 10, 2024 is attached hereto as Exhibit F.*

27. Upon information and belief, Carter is the mother and sole legal guardian of the Minor Children. Given Carter's individual claim to the Death Benefit and the Minor Children's potential interest in the proceeds, there may exist a conflict of interest in connection with Carter's representation of the Minor Children's interests in this action.

28. In addition, because Wells asserts a claim to the Death Benefit in her individual capacity, there may also exist a conflict of interest in connection with any claim to the proceeds that Wells may make on behalf of the Minor Children.

29. There have been no other claims or demands for the Death Benefit.

30. Under the circumstances, Prudential cannot determine factually or legally who is entitled to the Death Benefit. By reason of the actual or potential claims of the Defendants, Prudential is or may be exposed to multiple liability.

31. Prudential is ready, willing and able to pay the Death Benefit in accordance with the terms of the SGLI Plan and SGLI Statute and to whomever this Court shall designate.

32. As a mere stakeholder, Prudential has no interest (except to recover its attorneys' fees and cost of this action) in the Death Benefit and respectfully requests that this Court determine to whom the Death Benefit should be paid.

33. Prudential accordingly will deposit with the Court the Death Benefit, plus applicable claim interest, if any, for disbursement in accordance with the judgment of this Court, or pursuant to an Order of the Court, will pay the Death Benefit directly to whomever this Court determines to be entitled to the proceeds.

34. Prudential has not commenced this Interpleader action at the request of any of the Defendants. There is no fraud or collusion between Prudential and any of the Defendants.

35. Prudential brings this Complaint of its own free will and to avoid being vexed and harassed by conflicting and multiple claims.

**WHEREFORE**, Prudential prays that the Court enter judgment:

- (a) appointing an independent Guardian *ad litem* for the Minor Children for the purposes of representing their interests in the Death Benefit due, receiving any funds on their behalf, and releasing Prudential of liability under the SGLI Plan;
- (b) requiring that the Defendants settle and adjust between themselves, or upon their failure to do so, requesting this Court settle and adjust the claims and determine to whom the Death Benefit should be paid;
- (c) permitting Prudential to deposit the amount of the Death Benefit, plus applicable claim interest, if any, into the Registry of the Court or as this Court otherwise directs to be subject to the Order of this Court and to be paid out as this Court shall direct;
- (d) discharging Prudential from any and all further liability to the Defendants relating in any way to the Death Benefit or otherwise in connection with the Insured's coverage under the SGLI Plan upon payment of the Death Benefit into the Registry of this Court or as otherwise directed by this Court;
- (e) dismissing with prejudice Prudential from this action following deposit of the Death Benefit with the Registry of the Court or as otherwise directed by this Court;
- (f) enjoining the Defendants from instituting or prosecuting any proceeding in any state or United States court in connection with payment of the Death Benefit and/or otherwise in connection with the Insured's coverage under the SGLI Plan;
- (g) awarding Prudential its attorneys' fees and costs in their entirety; and
- (h) awarding Prudential any other and further relief that this Court deems just and proper.

Dated: March 11, 2025

Respectfully submitted, WONG

FLEMING, P.C.

By:

821 Alexander Road  
Suite 200  
Princeton, NJ 08540  
Tel: 609-951-9520  
Fax: 609-951-0270  
Email: [jhaney@wongfleming.com](mailto:jhaney@wongfleming.com)  
*Counsel for Plaintiff The Prudential  
Insurance Company of America*

# EXHIBIT A



Office of Servicemembers'  
Group Life Insurance

Please send the completed form and all attachments to:

OSGLI

PO Box 41618  
Philadelphia, PA 19176-9913

## Application for Veterans' Group Life Insurance (VGLI)

Apply for VGLI online today. Visit: [www.benefits.va.gov/insurance/vgli.asp](http://www.benefits.va.gov/insurance/vgli.asp)

### IMPORTANT INFORMATION ABOUT VETERANS' GROUP LIFE INSURANCE

Your Servicemembers' Group Life Insurance (SGLI) ends 120 days after your date of separation. You have one year and 120 days from your date of separation to apply for Veterans' Group Life Insurance (VGLI). To apply for VGLI, complete the attached application and return it to the address above or fax to 800-236-6142.

Be sure to include your first VGLI premium payment, a copy of your most recent separation orders, and your most recent Leave and Earnings Statement (LES) with your application. You may also send a copy of your DD-214 or NGB22 in lieu of your separation orders and LES. **Your VGLI application is not considered complete unless we receive these items with your application.**

### ARE YOU ELIGIBLE FOR THE SGLI DISABILITY EXTENSION?

If you have a disability that prevents you from being gainfully employed or you have a statutory condition, you may be eligible for a two-year extension of your Servicemembers' Group Life Insurance (SGLI) at no cost to you. To learn more, please visit: [www.benefits.va.gov/sgildisabled.asp](http://www.benefits.va.gov/sgildisabled.asp)

### INSTRUCTIONS FOR COMPLETING THE APPLICATION FOR VETERANS' GROUP LIFE INSURANCE

#### 1. VETERAN INFORMATION

- All information in this section is required. Please be sure to include the amount of your SGLI coverage at separation.

#### 2. COVERAGE ELECTION

- Coverage is available in \$10,000 increments and cannot exceed the amount of SGLI coverage you had on your date of separation. If you choose a VGLI coverage amount that is less than the amount of SGLI coverage you had upon separation from service, you will have 1 year and 120 days from your date of separation to apply for a coverage increase up to the amount of SGLI you had at separation. Evidence of good health will be required.
- Choose how often you would like to pay your VGLI premiums.
- Indicate the amount of your first VGLI premium in the space provided. Visit [www.benefits.va.gov/insurance](http://www.benefits.va.gov/insurance) to determine the amount of your first VGLI premium. When determining your age bracket, use the age you will be on the 121st day after your date of separation. If it is past 120 days since your date of separation, use your current age.

**Important: Please include your first VGLI premium payment with your application. Your application is not considered complete unless we receive your first premium payment.**

#### 3. HEALTH STATEMENT

- If you are submitting this application within 240 days of your date of separation, you do not have to complete the Health Statement. You must complete this section if it is 241 days or more since your date of separation.
- If you answer "yes" to any of the Health Statement questions, please provide details in the space provided.

#### 4. BENEFICIARY DESIGNATION

- You have the right to name anyone as your beneficiary. If you wish to name anyone other than a Trust as a beneficiary, complete Section 4. If you wish to name a Trust, skip Section 4 and complete Section 5. Your beneficiary designation is not valid unless it is received by OSGLI prior to your death.
- You may name more than one primary and more than one secondary beneficiary. To list more beneficiaries than this form allows, please copy the beneficiary designation page and attach it to your application.
- Please indicate the percentage share designated to each beneficiary. **The total for all primary beneficiaries must equal 100%. The total for all secondary beneficiaries must also equal 100%.** If no percentages are specified, the proceeds will be split evenly among those named.
- By law designation: If you choose a by law designation, or do not name a specific beneficiary, your insurance will be paid to your survivors as follows: 1. Widow or widower; if none to 2. Child(ren) in equal shares, with the share of any deceased child distributed among the descendants of that child; if none to 3. Parent(s) in equal shares; if none to 4. A duly appointed executor or administrator of the insured's estate, and if none, to 5. Other next of kin.

#### 5. TRUST DESIGNATION

- Complete section 5 if you wish to name a Trust as a beneficiary.

#### 6. AUTHORIZATION/SIGNATURE

- You must read, sign, and date the authorization. The date entered must be the date the form is actually signed.

#### QUESTIONS?

If you have any questions, please send an email to [osgli.osgli@prudential.com](mailto:osgli.osgli@prudential.com) or call 800-419-1473, Monday through Friday, between 8:00 a.m. and 5:00 p.m. Eastern Time.





OSGLI use only

**3****Health Statement**

If you are submitting this application within 240 days of your date of separation, you do not have to complete the Health Statement. If it is 241 days or more since your date of separation, you must complete the Health Statement.

Height:  feet  inches Weight:   pounds

**1. Have you had or been treated for or had known indications of:**

	Y	N	Y	N
A. Heart disease or disorder or abnormal pulse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. High blood pressure?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Diabetes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Cancer or tumors?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Lung or respiratory disorders?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Disorders of kidney, bladder or urinary system?	<input type="checkbox"/>			
G. Liver or gall bladder disorder?	<input type="checkbox"/>			
H. Stomach or intestinal disorder?	<input type="checkbox"/>			
I. Arthritis?	<input type="checkbox"/>			

**2. In the past 5 years have you:**

A. Been declined or postponed for any form of life or health insurance or offered a policy with a higher premium because of health reasons only?	<input type="checkbox"/>	<input type="checkbox"/>
B. Been treated or counseled for alcoholism?	<input type="checkbox"/>	<input type="checkbox"/>
C. Been advised to have a surgical procedure?	<input type="checkbox"/>	<input type="checkbox"/>
D. Been a patient or been advised to enter a hospital or health care facility?	<input type="checkbox"/>	<input type="checkbox"/>
E. Consulted, been attended, or examined by a doctor or other practitioner other than annual or periodic physicals?	<input type="checkbox"/>	<input type="checkbox"/>
F. Used, or are now using, cocaine, barbiturates, amphetamines, marijuana or other hallucinatory drugs, heroin, opiates, or other narcotics, except as prescribed by a doctor?	<input type="checkbox"/>	<input type="checkbox"/>
G. Been diagnosed as having, or treated by a member of the medical profession for, Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC)?	<input type="checkbox"/>	<input type="checkbox"/>

**3. Do you have any known physical impairments, deformities, or ill health not covered above?****4. Do you have a service-connected disability?**

If yes, what is the VA claim file number? \_\_\_\_\_

If you answered "yes" to any question above provide details in the space provided. If you need more space than is allowed, use a separate sheet of paper and include it with your application. Include your name, date, and Social Security Number on any additional pages.

Question	Date of Onset	Description	Date Concluded

**X**

Veteran's Signature

Date



\* 8 7 1 4 A 0 0 3 \*

OSGL use only

4

**Beneficiary Designation****Beneficiaries and Benefit Payment Options**

I designate the following beneficiaries to receive my insurance proceeds. I understand that the primary beneficiaries will receive payment upon my death. The share of any primary beneficiary who dies before me will be distributed equally among the remaining primary beneficiaries. If all primary beneficiaries die before me, the insurance will be paid to the secondary beneficiaries. I understand that unless I have named a beneficiary below, my insurance will be paid under the provisions of the law (38 U.S.C. 1970). The designation below cancels any prior SGLI or VGLI beneficiary designation or payment instruction.

Check here for a "by law" designation, then sign page 6. See page 1, item 4 for a definition of by law.

**A. Primary Beneficiaries** (To name a Trust, complete section 5.)

The total for all primary beneficiaries must equal 100%. To name more than two beneficiaries please copy this page.

**1. Type (Select One)**  Individual  Estate  Corporation/Organization

First Name

MI

Last Name

Relationship to You

Telephone Number

SSN/Tax ID

Name of Estate/Corporation/Organization

Gender

Address

City

State

Zip

Date of Birth mm dd yyPayment:  Lump Sum\*  36 Installments†Share:  %

**2. Type (Select One)**  Individual  Estate  Corporation/Organization

First Name

MI

Last Name

Relationship to You

Telephone Number

SSN/Tax ID

Name of Estate/Corporation/Organization

Gender

Address

City

State

Zip

Date of Birth mm dd yyPayment:  Lump Sum\*  36 Installments†Share:  %

\*If you elect a lump sum payment, the beneficiary(ies) will be given the option of receiving the lump sum payment through the Prudential Alliance Account, by check or Electronic Funds Transfer (EFT). Alliance is not available for payments less than \$5,000, payments to individuals residing outside the United States and its territories, and certain other payments. These will be paid by check.

†If you choose 36 installments, the beneficiary cannot choose to receive a lump sum payment at the time of your death.

The Bank of New York Mellon is the Administrator of the Prudential Alliance Account Settlement Option, a contractual obligation of The Prudential Insurance Company of America, located at 751 Broad Street, Newark, NJ 07102-3777. Draft clearing and processing support is provided by The Bank of New York Mellon. **Alliance Account** balances are not insured by the **Federal Deposit Insurance Corporation (FDIC)**. The Bank of New York Mellon is not a Prudential Financial company.



OSGLI use only

4

**Beneficiary Designation (continued)**
**B. Secondary Beneficiaries** (To name a Trust, complete section 5.)

The total for all secondary beneficiaries must equal 100%. To name more than two beneficiaries please copy this page.

**1. Type (Select One)**  Individual  Estate  Corporation/Organization

First Name

MI

Last Name

Relationship to You

Telephone Number

SSN/Tax ID

Name of Estate/Corporation/Organization

Gender

 Male  Female

Address

City

State

Zip

Date of Birth mm dd yyyy

Payment:  Lump Sum\*  36 Installments† Share:  %
**2. Type (Select One)**  Individual  Estate  Corporation/Organization

First Name

MI

Last Name

Relationship to You

Telephone Number

SSN/Tax ID

Name of Estate/Corporation/Organization

Gender

 Male  Female

Address

City

State

Zip

Date of Birth mm dd yyyy

Payment:  Lump Sum\*  36 Installments† Share:  %

\*If you elect a lump sum payment, the beneficiary(ies) will be given the option of receiving the lump sum payment through the Prudential Alliance Account, by check or Electronic Funds Transfer (EFT). Alliance is not available for payments less than \$5,000, payments to individuals residing outside the United States and its territories, and certain other payments. These will be paid by check.

†If you choose 36 installments, the beneficiary cannot choose to receive a lump sum payment at the time of your death.

The Bank of New York Mellon is the Administrator of the Prudential Alliance Account Settlement Option, a contractual obligation of The Prudential Insurance Company of America, located at 751 Broad Street, Newark, NJ 07102-3777. Draft clearing and processing support is provided by The Bank of New York Mellon. **Alliance Account balances are not insured by the Federal Deposit Insurance Corporation (FDIC).** The Bank of New York Mellon is not a Prudential Financial company.



\* 8 7 1 4 A 0 0 6 \*



■ 5 **Trust Designation**

**COMPLETE THIS SECTION IF YOU WISH TO NAME A TRUST AS A BENEFICIARY.**

Fill in the name and address for each trustee. Fill in the title and date of the Trust Agreement in the space provided.

Trust: "The John Doe Trust. A Trust with a trust agreement dated 1/1/2010 whose Trustee is Jane Smith."

- Indicate the percentage to be assigned to the trust below.
- Complete the section below, Trust Designation.

1. Trustee Name: First

MI

Last Name

Address

City

State

Zip

2. Trustee Name: First

MI

Last Name

Address

City

State

Zip

And successor(s) in trust, as Trustee(s) under:

Title of Agreement

Dated ~~00/00/00~~

as amended and executed by me and said Trustee.

Share:  %

■ 6 **Authorization/Signature**

I authorize OSGLI to record and consider the individuals/institutions that I have named on this form as beneficiaries for VGLI benefits, specifically those names I have entered in section A ("Primary Beneficiaries") and also section B ("Secondary Beneficiaries"). I understand that I cannot have combined SGLI and VGLI coverage for more than \$400,000. I understand that unless I have named beneficiaries above, my insurance will be paid under provisions of Federal Law.

**X E-Signature Accepted**

**06/02/17**

Veteran's Signature

Date

**Important:** Submit your completed application to the address below. Be sure to include your first VGLI premium payment, a copy of your most recent separation orders, and your most recent Leave and Earnings Statement (LES) with your application. You may also send a copy of your DD-214 or NGB22 in lieu of your separation orders and LES. **Your VGLI application is not considered complete unless we receive these items with your application.**

OSGLI  
PO Box 41618  
Philadelphia, PA 19176-9913

Or fax to 800-236-6142

**Make a copy of this completed application for your records.**



# EXHIBIT B

**Beneficiary and Benefit Payment Options**

Primary 1	
Beneficiary Type:	Trust
Trust Name:	For My Children J [REDACTED] And L [REDACTED]
Trustee Name :	Erikka Tiffani
Tax ID :	
Trust Creation Date:	05/17/2023
Payment Option :	Lump Sum
Percentage :	100.00
Address1 :	
Address2 :	
Address3 :	
City :	
State :	WI
Country :	United States
Zip :	

## **EXHIBIT C**

## GEORGIA DEATH CERTIFICATE

State File Number 2024GA000048712

1. DECEASED'S LEGAL FULL NAME (First, Middle, Last) JERMAINE KENTRELL CARTER		14. IF FEMALE, ENTER LAST NAME AT BIRTH		3. SEX MALE	24. DATE OF DEATH (Mo., Day, Year) ACTUAL DATE OF DEATH 07/08/2024
3. SOCIAL SECURITY NUMBER [REDACTED]		6. AGE (Type or圈) 46	8. UNDER 1 YEAR Nbrs 43	10. UNDER 1 DAY Nbrs Days	9. DATE OF BIRTH (Mo., Day, Year) [REDACTED]
11. BIRTHPLACE LOUISIANA		12. RESIDENCE - STATE GEORGIA		13. COUNTY BRYAN	14. CITY / TOWN RICHMOND HILL
15. STREET AND NUMBER 690 RUSHING STREET		16. ZIP CODE 31324		17. IF INSIDE CITY LIMITS? YES	18. ARMED FORCES? YES
19. VETERAN'S INFORMATION VETERANS SERVICE REP.		20. KIND OF INDUSTRY OR BUSINESS SERVICE			
21. MARRITAL STATUS MARRIED		22. SPOUSE NAME LILRACHIA MONIQUE BROOKS		23. FATHER'S FULL NAME (First, Middle, Last) KENNETH WILLIAMS	
24. MOTHER'S MAIDEN NAME (First, Middle, Last) CHRISTINE CARTER		25. INFORMANT'S NAME (First, Middle, Last) MONIQUE CARTER		26. RELATIONSHIP TO DECEASED WIFE	
26. MAILING ADDRESS 690 RUSHING STREET RICHMOND HILL GEORGIA 31324		27. DECEASED'S EDUCATION MASTER'S DEGREE(EG.,MA, MS, MBA)			
28. ORIGIN OF DECEASED (Type or Circle) NO, NOT SPANISH/HISPANIC/LATINO		29. DECEASED'S RACE (White, Black, American Indian, etc.) (Specify) BLACK OR AFRICAN-AMERICAN			
30. IF DEATH OCCURRED IN HOSPITAL		31. IF DEATH OCCURRED OTHER THAN HOSPITAL (Specify) DECEASED'S HOME			
32. HOSPITAL OR OTHER INSTITUTION NAME (If not in other give street and no.) 690 RUSHING STREET		33. CITY, TOWN OR LOCATION OF DEATH RICHMOND HILL		34. COUNTY OF DEATH BRYAN	
35. METHOD OF DISPOSITION (Specify) CREMATION		36. PLACE OF DISPOSITION FLANDERS MORRISON FUNERAL HOME P.O. BOX 1550 PEMBROKE GEORGIA 31324-3132			
37. EMBALMER'S NAME BILL COX		38. EMBALMER LICENSE NO. 4199		39. FUN. DIR. LICENSE NO / AMENDMENTS 4607	
40. FUNERAL HOME ADDRESS 8901 FORD AVENUE RICHMOND HILL GEORGIA 31324		41. DATE PRONOUNCED DEAD (Mo., Day, Year) 07/08/2024			
42. SIGNATURE OF FUNERAL DIRECTOR BILL COX		43. HOUR PRONOUNCED DEAD 04:13 AM			
44. PRONOUNCER'S NAME LEWIS FREDERICK TUTTLE		45. LICENSE NUMBER [REDACTED]		46. DATE SIGNED 07/08/2024	
47. TIME OF DEATH 04:13 AM		48. WAS CASE REFERRED TO MEDICAL EXAMINER YES			
50. Part I. Enter the chain of events-diseases, injuries, or complications that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.					
Approximate interval between onset and death					
51. IMMEDIATE CAUSE (Final disease or condition resulting in death)		52. TOXIC EFFECTS OF COCAINE, FENTANYL, METHAMPHETAMINE, AND XYLAZINE A. Due to, or as a consequence of		53. DATE SIGNED 07/08/2024	
B. Due to, or as a consequence of		54. UNKNOWN			
C. Due to, or as a consequence of					
D. Due to, or as a consequence of					
55. Part II. Enter significant conditions contributing to death but not related to cause given in Part 1A. If female, indicate if pregnant or birth occurred within 90 days of death. HYPERTENSION, HYPERTENSIVE CARDIOVASCULAR DISEASE			56. WAS AUTOPSY PERFORMED? YES		57. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? YES
58. TOBACCO USE CONTRIBUTED TO DEATH UNKNOWN		59. IF FEMALE (range 10-54) PREGNANT NOT APPLICABLE		60. ACCIDENT, SUICIDE, HOMICIDE, UNDETERMINED (Specify) ACCIDENT	
61. DATE OF INJURY (Mo., Day, Year) 07/08/2024		62. TIME OF INJURY UNKNOWN		63. PLACE OF INJURY (Home, Farm, Street, Factory, Office, Etc.) (Specify) RESIDENCE	
64. INJURY AT WORK? (Yes or No) NO					
65. LOCATION OF INJURY (Street, Apartment Number, City or Town, State, Zip, County) 690 RUSHING STREET RICHMOND HILL GEORGIA 31324 BRYAN					
66. DESCRIBE HOW INJURY OCCURRED DRUG USE		67. IF TRANSPORTATION INJURY NO			
68. To the best of my knowledge death occurred at the time, date and place and due to the cause(s) stated. Medical Certifier (Name, Title, License No.)		69. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. Medical Examiner/Coroner (Name, Title, License No.) /S/ BILL COX CORONER			
70. DATE SIGNED (Mo., Day, Year) 07/18/2024		71. HOUR OF DEATH 04:13 AM		72. DATE SIGNED (Mo., Day, Year) 07/18/2024	
73. NAME, ADDRESS, AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH BILL COX PO BOX 999 RICHMOND HILL, GEORGIA 31324					
74. REGISTRAR (Signature) /S/ CYNTHIA M. BUSKEY		75. DATE FILED - REGISTRAR (Mo., Day, Year) 07/18/2024			

THIS IS TO CERTIFY THAT THIS IS A TRUE REPRODUCTION OF THE ORIGINAL RECORD ON FILE WITH THE STATE OFFICE OF VITAL RECORDS, GEORGIA DEPARTMENT OF PUBLIC HEALTH. THIS CERTIFIED COPY IS ISSUED UNDER THE AUTHORITY OF CHAPTER 31-10, CODE OF GEORGIA AND 511-1-3 DPH RULES AND REGULATIONS.

*Cynthia M. Busker*

STATE REGISTRAR AND CUSTODIAN  
GEORGIA STATE OFFICE OF VITAL RECORDS

COUNTY CUSTODIAN: B. Reynolds

ISSUED BY: J. Hall

DATE ISSUED: November 19<sup>th</sup>, 2024

Any reproduction of this document is prohibited by statute. Do not accept unless embossed with a raised seal.  
VOID IF ALTERED OR COPIED

## EXHIBIT D

Erikka Tiffani Wells  
4900 93<sup>rd</sup> Ave N  
Brooklyn Park MN 55443  
678-464-0533  
erikkatiffani@gmail.com

Aug 10 2024

Claim ID: C-2024-727654

To whom it may concern:

I Erikka Tiffani Wells do not have a copy of the trust or will that Jermaine K Carter set up for his children [REDACTED] and [REDACTED]

I have attempted to locate these documents and reached out to his mother and previous attorney as well for help or guidance. They have not been able to obtain or produce them.

I was informed that I would be named trustee in May of 2023.

Erikka Tiffani Wells

A handwritten signature in black ink, appearing to read "Erikka J. Wells".

8/10/24

# EXHIBIT E



Prudential

Office of Servicemembers'  
Group Life Insurance
**CLAIM FOR DEATH BENEFITS**  
 Servicemembers' Group Life Insurance  
 Veterans' Group Life Insurance

Note: This form is not to be used for National Service Life Insurance (NSLI) or United States Government Life Insurance

## SGLI Claims

Return completed form to the Branch of Service Casualty Office. DO NOT send directly to Office of Servicemembers' Group Life Insurance.

## VGLI Claims

 Return completed form to:  
 The Prudential Insurance Company of America  
 Office of Servicemembers' Group Life Insurance  
 P.O. Box 70173  
 Philadelphia, PA 19176-0173
**PART I - Information of Deceased and Claimant**

## 1. Name of deceased (first middle last)

Jermaine Kentrell Carter Sr

## 2. Social Security Number

## 3. Date of death

## 4. Branch of service

US Army

## 5. Duty status on date of death (if known)

 Active Duty  Discharged or Separated  
 Drilling Reservist  Individual Reservist  
 Ready
6. If discharged or separated, give date (if known)  
(month day year)

05/27/2017

## 7. Your name (first middle last)

Lilrachia Monique Carter

8. Your relationship  
to the deceased  
Wife9. Your date of birth  
(month day year)10. Your Social  
Security Number**If you are the widow or widower of deceased complete Items 11A through 14C**

## 11A. Date of marriage (month day year)

07/08/2013

## 11B. Place of marriage (City &amp; State)

Richmond Hill, Ga

## 12. Did the marriage continue until date of death?

 Yes  No

## 13A. Did deceased have any previous marriages?

(If yes, complete 13B &amp; 13C)

 Yes  No13B. Previous marriage  
terminated by:  
 Death  Divorce13C. Date previous marriage terminated  
(if divorced within last 5 years, attach copy of the  
divorce decree).

## 14A. Did you have any previous marriages?

(If yes, complete 14B &amp; 14C)

 Yes  No14B. Previous marriage  
terminated by:  
 Death  Divorce14C. Date previous marriage terminated (if  
divorced within last 5 years, attach copy of the  
divorce decree).**PART II - Information concerning the next of kin of the deceased****If you are not the named beneficiary, widow, or widower of the deceased, complete Parts II and III**

In the table below, list the name, age, relationship, and address of:

(a) Widow or widower  None If none, was insured ever married?  Yes  No  
If Yes, did marriage terminate by: Divorce (mm dd yyyy) \_\_\_\_\_ Death (mm dd yyyy) \_\_\_\_\_

(b) If there is no surviving widow or widower, list all the children of the deceased. Include any adopted child or illegitimate child and indicate each child's status. List the descendants of any deceased child or children. If no children, check box:

(c) If there are no children or descendants of children, list the surviving parent or parents.  
Is the father deceased?  Yes  No Is the mother deceased?  Yes  No

(d) If there are no survivors within the degrees indicated in (a) through (c), list below the next of kin who may be capable of inheriting from the deceased (brothers, sisters, descendants of deceased brothers or sisters, etc.).

15A. Name	15B. Age	15C. Relationship to deceased	15D. Address

**Complete items 16 and 17 ONLY if any of the persons listed above are under the age of 21.**

16. Name and address of guardian for any minor children listed above if one has been appointed by the court. (Attach copy of appointment paper issued by court.)

17. If a guardian has not been appointed, will one be appointed?

 Yes  No



Office of Servicemembers'  
Group Life Insurance

Name of Deceased: Jermaine Kentrell Carter Sr

SSN of Deceased: [REDACTED]

**PART III - Information concerning the estate of the deceased**

18. Name and address of the executor or administrator, if any, appointed by the court to settle the estate of the deceased.

19. If an executor has not been appointed, will one be appointed?

Yes  No

**PART IV - Method of Payment**

I HEREBY CERTIFY that all statements made in this claim are true to the best of my knowledge, information, and belief, and that no evidence necessary to a settlement of this claim is suppressed or withheld. In the event the insured has not previously elected 36 monthly installments, my preferred method of payment is:

- Lump Sum - Alliance Account®
- Lump Sum - Check
- Lump Sum - Electronic Funds Transfer (EFT) - Please complete your banking information below.
- 36 equal monthly payments - Electronic Funds Transfer (EFT) - Please complete your banking information below.
- 36 equal monthly payments

Payment will be made by the Alliance Account® if no option is selected.

For EFT only - Please provide your banking information below to have the benefit paid by Electronic Funds Transfer.

Bank Routing Number Bank Account Number

314074269

[REDACTED]

Checking  
 Savings

Bank Name

Bank Phone Number

Usaa

210-531-8722

First Name

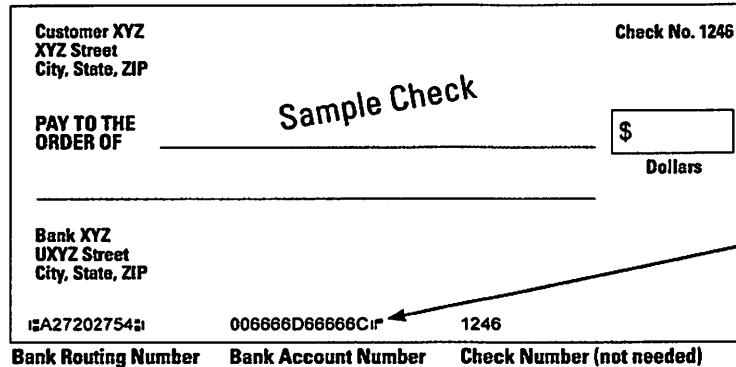
MI

Last Name

Lirachia

M

Carter



The bank account number varies in length and may contain dashes or spaces. The **:** symbol indicates the end of the account number.

If I have selected payment by Electronic Funds Transfer, I authorize The Prudential Insurance Company of America (Prudential) to make electronic deposits of my Death Claim proceeds into the above account. I understand that I must be the named account holder on this account and that any deposit made to an inactive account agreement will be returned to Prudential and reissued as a manual check. In addition, if any overpayment of such Death Claim proceeds is credited to this account in error, I authorize Prudential to withdraw the difference between the benefit amount paid and the recalculated amount of the benefit actually due under the terms of the insurance coverage.

The Bank of New York Mellon is the Administrator of the Prudential Alliance Account Settlement Option, a contractual obligation of The Prudential Insurance Company of America, located at 751 Broad Street, Newark, NJ 07102-3777. Draft clearing and processing support is provided by The Bank of New York Mellon. Alliance Account balances are not insured by the Federal Deposit Insurance Corporation (FDIC). The Bank of New York Mellon is not a Prudential Financial company.

GL.2010.246 Ed. 05/2022

C-2024-727654



SGLV 8283



0-0701

Page 3 of 4



Prudential

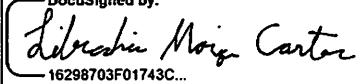
Office of Servicemembers'  
Group Life Insurance

Name of Deceased: Jermaine Kentrell Carter Sr

SSN of Deceased: 439-45-1936

**PART V - Certification by claimant**

I HEREBY CERTIFY that all statements made in this claim are true to the best of my knowledge, information, and belief and that no evidence necessary to a settlement of this claim is suppressed or withheld.

<b>20. Signature of claimant</b>  <small>DocuSigned by:</small>  16298703F01743C...	<b>21. Address (Number and Street, Apt. No., City, State, ZIP Code)</b> 690 Rushing Street Richmond Hill, GA 31324	<b>22. Date</b> 9/6/2024
		<b>23. Phone</b> 941-730-8709
<b>24. Claimant Email Address</b> Lmcarter.comm@gmail.com		
WARNING — Any intentionally false statement in this claim or willful misrepresentation relative thereto is subject to punishment by a fine of not more than \$10,000 or imprisonment of not more than 5 years, or both (18 U.S.C. 1001)		

**ABOUT THE ALLIANCE ACCOUNT**

1. The funds in an Alliance Account begin earning interest immediately and will continue to earn interest until all funds are withdrawn. Interest is accrued daily, compounded daily and credited every month. The interest rate may change and will vary over time subject to a minimum rate that will not change more than once every 90 days. You will be advised in advance of any change to the minimum interest rate via your quarterly Alliance Account statement or by calling Customer Support at (877) 255-4262.
2. The interest rate credited to the Alliance Account is adjusted by Prudential at its discretion based on variable economic factors (including, but not limited to, prevailing market rates for short term demand deposit accounts, bank money market rates and Federal Reserve Interest rates) and may be more or less than the rate Prudential earns on the funds in the account.
3. An Alliance Account is an interest bearing draft account established in the beneficiary's name with a draft book. The beneficiary can write drafts for any amount up to the full amount of the proceeds. There are no monthly service fees or per draft charges and additional drafts can be ordered at no cost, but fees apply for some special services including returned drafts, stop payment orders and copies of statements/drafts.
4. **The funds in your Alliance Account are available immediately.** Simply use the drafts to access the account anytime you wish. You can write a draft to yourself (which you can cash or deposit at your own bank) or write a draft to another person or to any business as you need your funds.
5. Alliance Account funds are part of Prudential's General Account and are backed by the financial strength of The Prudential Insurance Company of America which has been in business and serving its customers for over 140 years. **The Alliance Account is not a bank account or a bank product, and therefore, is not FDIC insured.**
6. Accountholders cannot make deposits into an Alliance Account. Only eligible payments from other Prudential insurance policies or contracts may be added to the Alliance Account.
7. You can access the money immediately by using the draft book you will receive. There are no monthly service fees or per draft charges and additional drafts can be ordered at no cost, but fees apply for some special services including returned drafts, stop payment orders and copies of statements/drafts.

The Bank of New York Mellon is the Administrator of the Prudential Alliance Account Settlement Option, a contractual obligation of The Prudential Insurance Company of America, located at 751 Broad Street, Newark, NJ 07102-3777. Draft clearing and processing support is provided by The Bank of New York Mellon. Alliance Account balances are not insured by the Federal Deposit Insurance Corporation (FDIC). The Bank of New York Mellon is not a Prudential Financial company.

The Office of Servicemembers' Group Life Insurance (OSGLI) administers Servicemembers' Group Life Insurance and Veterans' Group Life Insurance under the supervision of the Department of Veterans Affairs. OSGLI is a division of the Prudential Life Insurance Company of America.



Docusign Envelope ID: 3B598E5D-FCC0-49CC-A079-CDD3D7A24500

**Certificate Of Completion**

Envelope Id: 3B598E5DFCC049CCA079CDD3D7A24500

Status: Completed

Subject: Important information regarding your Prudential Claim C-2024-727654 (Carter)

Source Envelope:

Document Pages: 8 Signatures: 1

Envelope Originator:

Certificate Pages: 5 Initials: 0

Prudential

AutoNav: Enabled

Two Gateway Center

EnvelopeId Stamping: Enabled

283-299 Market Street, 11th Fl.

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

Newark, NJ 07102

pru.life@prudential.com

IP Address: 10.208.96.244

**Record Tracking**

Status: Original

Holder: Prudential

Location: DocuSign

9/5/2024 3:55:47 PM

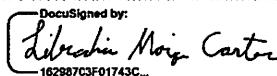
pru.life@prudential.com

**Signer Events**

Lirachia Carter

lmcarter.comm@gmail.com

Security Level: Email, Account Authentication  
(None), Access Code, Authentication**Signature**

DocuSigned by:  
  
162987C3F01743C...

**Timestamp**

Sent: 9/5/2024 3:55:49 PM

Viewed: 9/5/2024 5:06:19 PM

Signed: 9/6/2024 9:08:09 AM

**Authentication Details**

SMS Auth:

Transaction: eba9f9c7-bd39-4048-9e9c-04fd4b669f88

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 9/5/2024 5:05:46 PM

Phone: +1 941-730-8709

**Electronic Record and Signature Disclosure:**

Accepted: 9/5/2024 5:06:18 PM

ID: 366da163-29a1-4575-ba44-6d8ab3da003d

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

9/5/2024 3:55:50 PM

Certified Delivered

Security Checked

9/5/2024 5:06:19 PM

Signing Complete

Security Checked

9/6/2024 9:08:09 AM

Completed

Security Checked

9/6/2024 9:08:09 AM

Payment Events	Status	Timestamps
<b>Electronic Record and Signature Disclosure</b>		

## EXHIBIT F



September 10, 2024

Via Facsimile and Email:  
(877) 832-4943  
[michael.galasso@prudential.com](mailto:michael.galasso@prudential.com)  
[osgli.claims@prudential.com](mailto:osgli.claims@prudential.com)

Michael Galasso, Claims Examiner  
OSGLI Claims  
Office of Servicemembers' Group Life Insurance  
P.O. Box 70173  
Philadelphia, PA 19176-0173

**Re: *Insured: Jeomaine K. Carter*  
*VGLI Claim No. C-2024-727654***  
***Beneficiary: Erikka Wells***

Dear Mr. Galasso:

My firm has been retained by Erikka Wells to assert a claim or file a lawsuit to collect on the VGLI benefits payable to her as the rightful and named beneficiary following the death of the Insured, Jeomaine K. Carter.

Please provide the basis for your conclusion that "since no existing Trust has been located or provided, the designation has been deemed invalid. Since no other beneficiaries were designated, the benefit is payable under the By Law order of precedence." The VGLI life insurance proceeds are to be paid to Ms. Wells as the named beneficiary. Payment to the mother or anyone else is unsupportable and unacceptable. It would be contrary to the policy and the law.

Accordingly, we would ask that OSGLI and Prudential refrain from making any benefits payments to anyone other than Erikka Wells. If Prudential does not agree immediately to place a hold on the death benefit, we will proceed with filing a lawsuit against Prudential to restrain payment to anyone else and recover payment for Ms. Wells. If you have any questions about this request, please do not hesitate to contact me.

With warmest regards, I am,

Sincerely yours,

William J. Perry  
Attorney

Attachment

INTERPLEADER LAW, LLC

5800 One Perkins Place Dr., Ste. 2A  
Baton Rouge, Louisiana 70808

Phone: 225.246.8706  
Fax: 888.200.3530

[william.perry@interpleaderlaw.com](mailto:william.perry@interpleaderlaw.com)  
[www.interpleaderlaw.com](http://www.interpleaderlaw.com)



Insured: Jermaine K. Carter  
VGLI Claim No. C-2024-727654

**NOTICE OF REPRESENTATION**

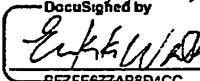
September 9, 2024

**To All Interested Parties:**

I have retained the law firm of Interpleader Law, LLC, and specifically attorneys Michael J. Hoover, William J. Perry, and Brittany Root, as my attorneys to represent me with regard to my claim. I hereby authorize Mr. Perry and his law firm to handle my matter, and I hereby designate them to receive all communications related to my claim until further notice. I further request that the employer and/or the insurer and/or the claim administrator associated with this claim provide Interpleader Law, LLC with a copy of all applicable insurance policies and policy documents, as well as all other documents related to this claim.

Thank you for your cooperation in this matter.

Sincerely yours,

  
Erikka Wells

**NOTICE OF LIEN AND PAYMENT INSTRUCTIONS**

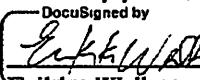
September 9, 2024

**To All Interested Parties:**

I have retained the law firm of Interpleader Law, LLC, and specifically attorneys Michael J. Hoover, and William J. Perry, and Brittany Root as my attorneys to represent me with regard to my claim. I have granted said attorney a lien on all benefits that may be paid now or in the future related to this claim, and request that all benefit payments made under this claim be transmitted directly to Interpleader Law, LLC, 5800 One Perkins Place Drive, Suite 2A, Baton Rouge, LA 70808.

Thank you for your cooperation in this matter.

Sincerely yours,

  
Erikka Wells

INTERPLEADER LAW, LLC

5800 One Perkins Place Drive, Ste. 2A  
Baton Rouge, Louisiana 70808

Phone: 225.246.8706  
Fax: 888.200.3530

william.perry@interpleaderlaw.com  
www.interpleaderlaw.com